



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Oklahoma Champion Pups Trust, with reference to the following facts:

1. At all times mentioned herein, Oklahoma Champion Pups Trust operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 8177 S. Harvard Avenue, Suite 535, Tulsa, OK, and other facilities.
2. APHIS has documented evidence of Oklahoma Champion Pups Trust's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Oklahoma Champion Pups Trust's failure to provide adequate veterinary care to animals, properly identify animals and keep accurate and complete records, have a responsible adult available during normal business hours to accompany APHIS officials for an inspection, and adequately maintain housing facilities, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 2.75, 2.126, 3.1-3.11).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Oklahoma Champion Pups Trust have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Oklahoma Champion Pups Trust admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Oklahoma Champion Pups Trust consents and agrees to the following:



a. Oklahoma Champion Pups Trust agrees to sell, donate, and/or transfer ownership and possession of any dogs on its premises, regardless of ownership, within twelve (12) weeks from the date Oklahoma Champion Pups Trust signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dogs that Oklahoma Champion Pups Trust holds at the time Oklahoma Champion Pups Trust signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Oklahoma Champion Pups Trust to retain a reasonable number of dogs that are maintained for personal use and enjoyment, provided that the laws of the jurisdiction where Oklahoma Champion Pups Trust lives allow it to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Oklahoma Champion Pups Trust's facilities to determine its existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Oklahoma Champion Pups Trust's facilities within twelve (12) weeks from the date Oklahoma Champion Pups Trust signs this Settlement Agreement to verify compliance with paragraph (a) above. Oklahoma Champion Pups Trust shall not unreasonably withhold its consent to a time and date for Animal Care to conduct the inventories. Oklahoma Champion Pups Trust shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Oklahoma Champion Pups Trust signs this Settlement Agreement.



e. As of the date Oklahoma Champion Pups Trust signs this Settlement Agreement, AWA license 73-B-1839 is hereby revoked.

f. Oklahoma Champion Pups Trust and any partnerships, firms, corporations or other legal entities that it controls or in which it has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 8177 S. Harvard Avenue, Suite 535, Tulsa, OK, and other facilities.

7. Oklahoma Champion Pups Trust consents and agrees that its failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Oklahoma Champion Pups Trust based upon the non-compliant items documented at 8177 S. Harvard Avenue, Suite 535, Tulsa, OK, and other facilities, in connection with animal welfare investigation OK10001-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Oklahoma Champion Pups Trust's agreements and actions described in paragraph 6 above, and the promises and admissions of Oklahoma Champion Pups Trust set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Oklahoma Champion Pups Trust in connection with the alleged AWA violations documented in animal welfare investigation OK10001-AC.


APHIS and Oklahoma Champion Pups Trust warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number: OK10001-AC
Issuance Date: January 17, 2013
Version: Final

Oklahoma Champion Pups Trust

Signature: 

Date: 3/4/13

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: 

Acting
~~Robert J.~~

Director

Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture

Date: 3/15/2013